



## REQUEST FOR QUALIFICATION

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### Charter School

**RFQ No. 23-13-14a**

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#### PRE-SOLICITATION CONFERENCE

NOT APPLICABLE

#### ADDITIONAL INFORMATION & CLARIFICATION DEADLINE

FRIDAY MAY 9, 2014 AT 12:00PM

#### RESPONSE SUBMISSION DATE AND TIME

TUESDAY, MAY 13, 2014 AT 3:00 PM (LOCAL TIME)

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AT

CITY OF NORTH MIAMI  
OFFICE OF THE CITY CLERK  
CITY HALL, 1<sup>ST</sup> FLOOR  
776 NE 125<sup>TH</sup> STREET  
NORTH MIAMI, FL 33161-4116

The responsibility for submitting a response to this Solicitation at the Office of the City Clerk on or before the stated time and date will be solely and strictly the responsibility of the Respondent. The City of North Miami will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.

Copies of this Solicitation document may be obtained by contacting DemandStar by Oniva at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and request Document **No. 23-13-14a**

Contact Person: Marcanthony Tulloch, Purchasing Manager  
Email: [Mtulloch@northmiamifl.gov](mailto:Mtulloch@northmiamifl.gov) | Phone: (305) 895-9886 | Fax: (305) 895-1015



The City of North Miami, Florida, hereinafter referred to as "City", is hereby soliciting Qualifications from qualified and experienced educational management companies ("Respondents") to provide all the necessary labor and materials to fund, build, manage, and operate a Charter School on City owned real property.

Please submit one (1) original bound Proposal, five (5) complete copies of the original Proposal and one (1) digital compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Proposals are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation no later than the date and time specified in the Solicitation Timetable section, where shortly after a public opening will take place in the City Council Chambers at which time accepted Proposals will be opened and read. Proposals received after said date and time will not be considered and no time extensions will be permitted. Address your Proposal to City of North Miami, Office of the City Clerk, 776 N E 125<sup>th</sup> Street, North Miami, Florida 33161. Please clearly mark Proposals:

**"IMPORTANT, SOLICITATION ENCLOSED"**

**Charter School  
RFQ No. 23-13-14a**

The City's tentative schedule for this Solicitation is as follows:

Event	Date	Time
Advertisement Date:	Wed. April 30, 2014	
Pre-Solicitation Conference:	N/A	
Last Date for Receipt of Written Questions:	Friday, May 9, 2014	12:00pm
Opening of Solicitation:	Tues., May 13, 2014	3:00pm
City Council Agreement Approval Date:	TBD	

*(The City reserves the right to delay or modify scheduled dates and will notify Respondents of all changes in scheduled dates.)*

Copies of this Solicitation may be obtained by contacting DemandStar via Oniva at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 or may be purchased for a non-refundable fee of \$25.00 from the Purchasing Department.

**ACCEPTANCE AND REJECTIONS**

The City reserves the right to reject any or all Proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Respondent offering the greatest advantage to the City. Please be advised that this Solicitation is issued subject to the City of North Miami Code Section 7-192 prohibiting certain communications with the City as completely specified in the General Conditions contained herein.

We look forward to your active participation in this Solicitation.

Sincerely,  
Marc-Anthony Tulloch,  
Purchasing Manager

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All of our Agreement forms are fill-able and can be found on our website at:

[http://www.northmiamifl.gov/departments/purchasing/current\\_bids\\_proposals.aspx#bta](http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx#bta)

- A-1 Public Entity Crimes Affidavit
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- C - SOIL MANAGEMENT PLAN**
- D - PROPOSED GROUND LEASE AGREEMENT**
- E - FORMER CHARTER SCHOOL APPLICATION**

## SECTION 1.0

### INSTRUCTIONS TO RESPONDENTS / GENERAL TERMS AND CONDITIONS

#### 1.1 DEFINITIONS

- a) "City" means the City of North Miami.
- b) "Agreement" means a binding written agreement for the solicited Work and/or Services required by the City, including purchase orders, containing terms and obligations governing the relationship between the City and the Lessee.
- c) "Lessee" means the Respondent that receives an award of Contract or agreement from the City as a result of this Solicitation.
- d) "Department" means a department of the City of North Miami.
- e) "Proposal" means the documents timely remitted by Proposer or Respondent, in response to this Solicitation.
- f) "Proposer" or "Respondent." All Contractors, consultants, organizations, Respondents or other entities submitting a response to this Solicitation.
- g) "Project" is the total sum of all Work and Services (as defined herein) to be performed under this Agreement for the construction of the aforementioned services, permitting, construction, code inspection and final inspections necessary to build the component parts encompassing the Project.
- h) "Scope of Services" or "Scope of Work" means section 3.0 of this Solicitation, which details the Work to be performed by the Contractor or consultant.
- i) "Solicitation" means this Request for Qualification (RFQ) document, and all associated addenda and attachments.
- j) "Subcontractors" or "Subconsultant" to mean any person, Respondent, entity or organization, other than the employees of the Contractor, who Agreements with the Contractor to furnish labor, or labor and material, in connection with the Services to the City, whether directly or indirectly, on behalf of the Contractor.
- k) "Work" or "Services or Lessee's Services" shall include all the efforts required to secure the professional financing, design, construction, management and operation of a charter school on the Subject Property, including all labor, materials, equipment and services provided or to be provided under this Agreement, in accordance with the terms, conditions and specifications contained in the Contract Documents.

#### 1.2 CITY OVERVIEW

North Miami, Florida (pop. 60, 000) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the fifth largest city of Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1926.

The City provides a wide range of governmental services including public safety / police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and Contractors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

#### 1.3 REQUEST FOR PROPOSAL

This Solicitation is extended to Respondents that can provide the requirement(s) specified herein. The requirements presented in this Solicitation represent the City's anticipated needs.

#### 1.4 PUBLIC ENTITY CRIMES AFFIDAVIT

The *Public Entity Crime Affidavit, (Form "A-1")* attached to this Solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent. If the *Public Entity Crime Affidavit* is not submitted as part of the Respondent's Proposal package, is altered in any manner or is not fully completed, the Respondent shall be deemed non-responsive to the Solicitation requirements.

#### 1.5 PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST

Any Respondent, or any of its suppliers, Subcontractors, or consultants who shall perform Work which is intended to benefit the City, shall not be a convicted Respondent or included on the discriminatory Respondent list. If the Respondent

or any affiliate of the Respondent has been convicted of a public entity crime or has been placed on the discriminatory Respondent list, a period longer than 36 months must have passed since that person was placed on the convicted Respondent or discriminatory Respondent list. The Respondent further understands and accepts that any Agreement issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the City. The City in the event in such termination, shall not incur any liability to the Respondent for any Work or materials furnished.

#### **1.6 LOBBYING**

All Respondents, their agents and proposed Subconsultants or Subcontractors, are hereby placed on notice that neither the City Council Members, any evaluation committee members, employees of the City or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this Solicitation. Respondents, their agents and proposed Subconsultants or Subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the Solicitation (e.g., general information, meetings of introduction, meals, etc.). Any Proposal submitted by a Respondent, its agents and potential Subconsultants or Subcontractors who violate these guidelines will not be considered for review. The Procurement Director or Contract Specialist (identified on the cover page of this Solicitation) shall be the only point of contact for questions and/or clarifications concerning the Solicitation, the selection process and the negotiation and award procedures.

#### **1.7 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS**

Pursuant to Sec 7-160 (a), (b) & (c) upon recommendation by the Director of Procurement, may temporarily or permanently suspend Contractors from doing business with the City whenever a Contractor materially breaches its Contract with the City. Any Proposal submitted by a Respondent, its proposed Subcontractors or Subconsultants who are included on the City's Suspension List shall not be considered for review.

In addition, the principles of any Respondents or its proposed Subcontractors or Subconsultants shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while the principals of the Respondent or its proposed Subcontractors or Subconsultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Respondent further understands and accepts that any Agreement issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall

not incur any liability to the Respondent for any Work or material furnished.

#### **1.8 POINTS OF CONTACT TIMETABLE FOR INQUIRES**

Respondents shall contact the contract specialist, identified on the cover page of this Solicitation, for all inquiries relating to this Solicitation. All Respondents' technical inquiries shall be confirmed in writing either through the mail, via facsimile transmission or electronic mail.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the City's web site ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and Demand Star by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and requesting the corresponding documents number.

#### **1.9 ORAL REPRESENTATION**

No oral representation made by the City staff shall be binding. The contents of this Solicitation and any subsequent addenda issued by the City shall govern all aspects of this Solicitation.

#### **1.10 ADDENDA**

If any Solicitation revisions become necessary (other than changes to the deadline for response submission), the City will post written addenda on the City web's site at ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and on Demand Star by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and requesting the corresponding document number at least seven (7) calendar days before the date scheduled for opening the responses. The City may revise the deadline for response submission at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the Solicitation deadline by either calling or checking the City's web site ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and Demand Star and by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and requesting the corresponding document number. All addenda placed on the Demand Star can be down loaded.**

#### **1.11 CANCELLATION OF THE SOLICITATION**

The City reserves the right to cancel this Solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the City.

#### **1.12 PROTEST**

If a potential Respondent protests any provisions of the Invitation for Proposal documents, a written protest must be filed with the City Clerk within five

(5) business days (excluding weekends and City observed holidays) prior to date set for opening of the Proposals. A written protest is considered filed when received by the City Clerk.

Any Respondent who files a formal written protest pursuant to Section 7-158, City Code, shall post with the City, at the time of filing the formal written protest, a filing fee in an amount equal to one percent (1%) of the amount of the Proposal or proposed Agreement, or one thousand dollars (\$1,000), whichever is less. Failure to file a notice of protest within the time prescribed in Section 7-158, City Code, or failure to post the filing fee within the time allowed, shall constitute a waiver of such Proposer's right to file a protest.

*Notice of written protest along with the filing fee, shall be timely filed with the City Clerk of the City North Miami at 776 NE 125<sup>th</sup> Street, 1<sup>st</sup> Floor North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City Clerk's Office*

#### **1.13 AGREEMENT**

Respondent understands that this Solicitation or Respondent's response shall not constitute an Agreement with the City. No Agreement is binding or official until responses are reviewed and accepted by appointed City staff, approved by the appropriate level of authority within the City and an official Agreement is duly executed by the parties. Contractor shall be required to sign an Agreement which the City determines to be fair, competitive and reasonable.

#### **1.14 DEVELOPMENT COSTS**

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this Solicitation. All information in the response shall be provided at no cost to the City.

#### **1.15 TAX EXEMPT STATUS**

The City is exempt from Florida Sales and Federal Excise taxes on direct purchases of tangible property.

#### **1.16 RESPONSE SUBMISSION AND OPENING**

All responses shall be submitted in a sealed envelope by the deadline indicated on the cover page of this Solicitation. The response shall identify the Solicitation number and title specified on the cover page of this Solicitation. Reference information shall also be marked on the outside of the sealed envelope, including the Respondent's return address. The City assumes no responsibility for responses not properly marked.

The City will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a

Respondent shall be deemed non-responsive to the Solicitation requirements.

Receipts of a response by any City office, receptionist or personal other than the Clerk's Office will not constitute "delivery" as required by this Solicitation. The City will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening.

#### **1.17 ASSIGNMENT OF RESPONSE**

A Respondent shall not transfer or assign its response to a third party following submission of a Proposal to the City.

#### **1.18 WITHDRAWAL OF RESPONSE**

Respondents shall withdraw their submitted Proposal by notifying the City either in writing or in person through an authorized representative at any time prior to the submission deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Responses, once received, become the property of the City, and will not be returned to Respondents even when they are withdrawn from consideration.

Responses, once opened, shall not be withdrawn or modified except to the extent agreed to by the City during subsequent Agreement negotiation.

#### **1.19 PUBLIC RECORDS AND EXEMPTIONS**

Upon receipt, responses and all Contract Documents become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes, as amended from time to time. Respondents shall invoke the exemptions to disclosure provided by law, in the response to the Solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Responses will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning Agreement awards, or ten (10) days after the response opening, whichever is earlier.

#### **1.20 REJECTION OF RESPONSES**

Pursuant to Section 7-136, City Code, the City reserves the right to reject any and all Proposals for reasons including, but not limited to, the following:

- (1) When such rejection is in the best interest of the City;
- (2) If such Proposal is deemed non-responsive;
- (3) If the Respondent is deemed non-responsive; or



(4) If the Proposal contains any materials irregularities. Minor irregularities contained in response may be waived by the City. A minor irregularity is a variation from the Solicitation that does not affect the price of the Agreement nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

#### **1.21 WRITTEN PROPOSAL EVALUATION / ORAL PRESENTATIONS**

The selection committee members will independently score the Proposal on the basis of their qualifications and technical merit in accordance with the evaluation criteria included in Part 4 of this Solicitation. Following the submission and evaluation of the written Proposals, the City may request the highest ranked Respondents to provide oral presentation explaining and/or demonstrating each Proposal. All oral presentation will be scheduled and publicly noticed by the City. Following the completion of oral presentations, the selection committee members will score each presentation. Final ranking after oral presentations will be based on the summary of raw scores from the oral discussions for each Respondent.

#### **1.22 REVIEW OF PROPOSAL FOR RESPONSIVENESS**

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which follows the requirements of the Solicitation, includes all documentation, is of timely submission, and has the appropriate signature as required on each document. Failure to comply with these requirements may result in a Proposal being deemed non-responsive.

#### **1.23 CITY COUNCIL REVIEW**

The Purchasing Director will report the result of this Solicitation to the City Council for final approval in accordance with the City's Procurement Ordinance to enter into Agreement Negotiation. The City reserves the right to reject all Proposals.

#### **1.24 THE CITY OPTIONS**

The City may, at its sole and absolute discretion, reject any or all responses, re-advertise this Solicitation, postpone or cancel this Solicitation process at any time, or waive any irregularities in this Solicitation or in the responses received as a result of this Solicitation.

The determination of the criteria and process whereby responses are evaluated, the decision as to who shall receive an award, or whether an award shall ever be made as a result of this

Solicitation, shall be the sole and absolute discretion of the City.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this Solicitation.

The submittal of a Proposal will be considered by the City as constituting an offer by the Respondent to provide the Services described in this Solicitation.

#### **1.25 AGREEMENT AWARD**

The City anticipates the award of one Agreement, but reserves the right not to make any award whatsoever, if determined to be in the interest of the City.

Prior to Agreement award, the Respondent(s) shall submit documentation reflecting any required insurance coverage. The Agreement number shall be included on the insurance documentation submitted to the City at the time of award execution and for all subsequent updates to the insurance coverage throughout the Agreement period. Failure to execute the Agreement and/or to provide evidence of any required insurance coverage shall be just cause for the termination of the award.

#### **1.26 PROPOSAL SUBMITTAL/ADDENDUMS**

All Proposals submitted shall include the completed Proposal Form and all required product information and any other items as indicated on the Proposal Form. Proposals will be considered "Non-Responsive" if the required information is not submitted by the date and time specified.

Before submitting a Proposal, each Respondent shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Agent.

#### **1.27 NON-RESPONSIVE PROPOSALS**

Responses found to be non-responsive shall not be considered. Responses may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A Response may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional responses, incomplete responses, indefinite or ambiguous responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Proposals include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submission of more than one Proposal for the same Work from an individual, Respondent, joint venture, or corporation under the same or a different name (also included for Design-Build

Projects are those Proposals wherein the same Engineer is identified in more than one Proposal), failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, Respondent, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Builder for Federally Financed or Assisted Projects.

Proposals will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

#### **1.28 CONE OF SILENCE**

This Solicitation is issued pursuant to the City of North Miami Section 7-193, City Code, which prohibits certain types of communications: (a) A Cone of Silence shall be imposed upon each Solicitation after the advertisement of said Solicitation. At the time of imposition of the cone of silence, the director of the purchasing department or designee shall provide for public notice of the cone of silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such a notice with the City Clerk, with the copy thereof to each City Council member, and shall include in any public Solicitation for supplies or services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular Solicitation shall not preclude Purchasing staff from obtaining industry comment or performing market research provided all communication related thereto with a potential offeror, service provider, Proposer, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

The ordinance does not apply to oral communications at pre-Proposal conference, oral presentations before selection committees, Agreement negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council unless specifically prohibited by the applicable Solicitation documents. A copy of all written communications must be filed with the City Clerk.

#### **1.29 RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS**

This Solicitation shall require that the Respondent submits with its Proposal a listing of all first-tier Subcontractors or Subconsultants who will perform any part of the Agreement Work and all suppliers who will supply materials for the Agreement Work direct to the selected Respondent. **Failure to comply with this requirement shall render the Proposal non-responsive.** In addition, the selected Respondent shall not change or substitute Subcontractors or suppliers from those

listed in the Proposal except upon written approval of the City (**See "Form A-6"**).

#### **1.30 BUSINESS ENTITY / RESPONDENT REGISTRATION**

The City of North Miami requires business entities to complete registration application before doing business with the City. Respondents need not register with the City to present a Proposal; however, the selected Respondent(s) must register prior to award of an Agreement as failure to register may result in the rejection of the Proposal. To register, contact the Purchasing Department at (305) 895-9886 or you may download the application (*revised 7/09*) from our website at [www.northmiamifl.gov](http://www.northmiamifl.gov) it is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this Solicitation.

#### **1.31 EXCEPTION TO THE SOLICITATION**

Respondents may take exceptions to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. Should a Respondent take exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this Solicitation. However, the City is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the Respondent will accept all terms and conditions.

#### **1.32 PROPRIETARY / CONFIDENTIAL INFORMATION**

Respondents are hereby notified that all information submitted as part of, or in support of, Proposals will be available for public inspection after opening of Proposals, in compliance with Chapter 119, Florida Statutes, known as the "Public Records Law."



**1.33LOCAL PREFERENCE / 10% TOTAL  
WORKFORCE CONSISTING OF NORTH  
MIAMI RESIDENTS / SUBCONTRACT WITH  
LOCAL PROPONENTS**

The evaluation of competitive Solicitations is subject to Section 7-151, City Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Respondent shall affirm in writing its compliance with either of the following objective criteria as of the Proposal or Proposal submission date stated in the Solicitation. A local business shall be defined as:

- a) A business that has a valid local business tax receipt, issued by City of North Miami at least one year prior to Proposal submission, that is appropriate for the goods, services or construction to be purchased; or
- b) A business that has a physical business address located within the limits of the City of North Miami from which the Respondent operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; or A business has at least ten percent (10%) of its total workforce residing in the city prior to the city's issuance of the Solicitation for supplies or services; or
- c) The local preference may be applied to Respondents that subcontract at least ten percent (10%) of the contractual amount of a City project to subcontractor who is physically located within the City of North Miami (Must complete Form A-3a & A-3b)

The preference is used to evaluate the submittals received from Respondents are assigned point totals, a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price, shall be given to the local business. (See Form A-3)

**1.34RULES, REGULATIONS AND LICENSING  
REQUIREMENTS**

The Respondent shall comply with all laws; ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondents are presumed to be familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or Services offered.

**1.35COMMUNITY BENEFITS PLAN**

The Respondent will be required to submit, a Community Benefits Plan for approval by the City Manager. The Community Benefit plan shall be exclusive of the City of North Miami's Local Preference requirement, under Section 7-151 of the City Code.

The Respondent will be required to document their experience and track record in delivering to a municipality, county or other local government agency a Community Benefits Plan. The Respondent shall be required to demonstrate and provide to the City a proposed Community Benefit Plan which has identifiable and observable benefit to the community within the City. Respondents are encouraged to be creative in the development of a Community Benefit Plan and the types of benefits their plan is designed to provide. The City Manager, as the City's Chief Executive Officer, shall approve the final Community Benefits Plan proposed by the Respondent, as a precondition to the execution of any agreement. The Respondent's Community Benefits Plan shall be incorporated into and shall become a part of the agreement entered into between the City and the selected Proposer.

**1.36MODIFICATIONS OF PROPOSAL**

No unsolicited modifications to Proposals will be permitted after the date and hour of the Proposal opening.

**1.37TRUTH IN NEGOTIATION STATEMENT**

The Respondent must provide at the time for Agreement execution a written statement stating that "wage rates and other factual unit cost supporting the compensation are accurate, complete and current at the time of contracting".

**1.38REVIEW OF SOLICITATIONS**

The City will not allow any request for documents or reviews of submittals until thirty days after Proposals are received or after an award is announced. After said time, Respondents may request documents or make an appointment to review submittals and presentations.

**1.39LATE SUBMISSIONS**

The City will not accept Proposals received after opening time and encourages early submittal.

**1.40SOLICITATION OPENING**

This Solicitation will not be based solely on price (If price is applicable). Therefore, if price is requested as part of this Proposal they will NOT be read aloud. However, properly received Proposals will be announced at the Proposal opening. Proposal will be read in the Council Chambers located on the 2<sup>nd</sup> floor of City Hall 776 NE 125<sup>th</sup> Street North Miami, FL 33161. A list of Respondents shall be placed on the City's website.

#### **1.41 ATTORNEYS' FEES**

In the event of any dispute arising under or related to the Agreement, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

#### **1.42 CONFLICTS OF INTEREST**

The City's Conflict of Interest guidelines, provided under Article XI, of the City Code, as amended, shall apply to this Solicitation and Agreement. Respondents should be aware, that if awarded an Agreement, no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation has any personal financial interest, directly or indirectly, with contractors or Respondents providing professional services on Work assigned to the Contractor, except as fully disclosed and approved by the City. Respondent shall further be aware that if awarded, in the performance of this Solicitation no person having such conflicting interest shall be employed.

#### **1.43 CONSTRUCTION SERVICES**

The Respondent warrants and accepts that any and all repair Work required during the construction phase, irrespective of the cause, shall be deemed the responsibility of the Respondent at no additional cost to the City.

Finally, the Respondent accepts, understands and agrees that these provisions of the Agreement constitute a material inducement for the City to enter into the Agreement and that the City has indeed relied on these particular provisions in making its decision to enter into the Agreement with Contractor.

#### **1.44 CONTRACTOR RELIANCE ON BUILDING DEPARTMENT**

It is understood and agreed by the Respondent that the North Miami Building Department and its inspectors are professionals who are dedicated to

providing efficient and courteous service to all residents, professionals, contractors and the public at large through plans processing, inspections and building maintenance, which ensures the protection of the citizens and enhances the quality of life within the City. For the purposes of this Project, the Building Department is not a surrogate of the City. All decisions by the Building Department as to whether some aspect of the Project is or is not in compliance with the Florida Building Code, Florida Fire Prevention Code and/or any other applicable codes, regulations, laws and ordinances are independent of and not deemed to be an act or a decision by the City. The Respondent agrees that it shall be the responsibility of the Respondent to ensure compliance with all applicable codes, regulations, law and ordinances. The Respondent warrants and accepts that any and all Work necessitated by inspections which is not prescribed in the Plans or Specifications, but necessitated to bring the Project into conformity with the Agreement Documents and all applicable laws, codes, regulations, procedures and/or considered inside the contemplation of the Agreement Documents shall be deemed the responsibility of the Contractor at no additional cost to the City.

#### **1.45 CONTRACTOR OBLIGATIONS**

The Respondent warrants that any and all Work, materials, services or equipment that may reasonably be inferred from the Agreement Documents as being required to produce the intended result, will be supplied by the Respondent at its own cost, whether or not specifically called for.

The Respondent warrants and accepts that any and all Work, materials, services or equipment necessitated by the inspections of City and/or County agencies, or other regulatory agencies as are applicable, to bring the Project into conformity with the Agreement Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Agreement Documents, shall be deemed the responsibility of the Contractor at no additional cost to the City.

#### **END OF SECTION**

## **SECTION 2.0 SPECIAL CONDITIONS**

### **2.1 PURPOSE**

The City of North Miami (City) intends to secure the services of a qualified educational management entity (Respondent) for the finance, design, construction, operation and management of a Charter School in the City North Miami on City owned real property. It is the intent of this Solicitation document that all Work shall result in compliance with the specifications, documents and all regulatory requirements applicable to such services on City owned property.

Respondent agrees that it is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in this RFQ prior to Respondent submitting its response to the City or the right to clarify same shall be waived.

### **2.2 PRE-PROPOSAL CONFERENCE**

N/A

### **2.3 TERM OF AGREEMENT**

An Agreement is expected to commence on the first calendar day of the month succeeding approval of the Agreement by the City Council, or designee, unless otherwise stipulated in the Notice of Award letter, which is distributed by the City's Purchasing Department; and contingent upon the completion and submittal of all required Proposal documents.

### **2.4 OPTION TO RENEW**

N/A

### **2.5 METHOD OF AWARD**

Method of Award details can be found in Section 4 Evaluation/Selection Process of this solicitation.

### **2.6 LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE THE WORK ON TIME**

It is mutually agreed that time shall be an essential part of this Solicitation, and that in case of the failure on the part of the Respondent to achieve completion of Work within the time specified and agreed upon in the Agreement, the City will be damaged thereby. The amount of said damages, inclusive of expenses for inspection(s), Architect-Engineer's additional fees, as well as additional personnel and necessary traveling expenses, being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages shall be four hundred dollars (\$400.00) for each day delayed in finishing the Work, in excess of the number of calendar days prescribed. The Respondent agrees that said sum shall be deducted from monies due to Lessee under the agreement, or if no money is due, the Respondent agrees to pay to

the City as liquidated damages, and not by way of penalty, the amount of four hundred dollars (\$400.00) for each day delayed in finishing the Work, in excess of the number of calendar days prescribed in the agreement.

## **2.7 INDEMNIFICATION AND INSURANCE**

The Respondent must submit, prior to signing the Agreement, a Certificate of Insurance naming the City of North Miami as additional insured for Commercial General Liability and/or Auto Liability Insurance. Respondent shall guarantee all required insurance coverage remain current and in effect throughout the term of Agreement. All insurance policies required by the Agreement shall be maintained in full force and effect throughout the term period.

The insurance carriers shall have a minimum of B+ rating based on the latest rating publication of Property and Casualty Insurers of A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City's Risk Management prior to commencement of Project. Respondent may produce any insurance under a "blanket" or "umbrella" insurance policy, provided that such policy or a certificate of such policy shall specify the amount(s) of the total insurance allocated to this Project. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made for other projects undertaken by Lessee.

Respondents must submit with their response, proof of insurance meeting or exceeding the following coverage or a letter of intent to provide the following requirements if awarded an Agreement:

### **2.7.1 COMMERCIAL GENERAL LIABILITY**

With Project dedicated minimum limits of **\$1 Million** per occurrence for bodily injury and property damage. This coverage shall also include personal and advertising injury, medical payments and products completed operations to be maintained for 3 years after completion of Project.

### **2.7.2 PROFESSIONAL LIABILITY (Errors and Omissions)**

**\$1 million minimum limit** covering damages arising from the negligence of Contractor or its Subcontractors i.e. architect/engineer in the performance of professional services relative to this Project.

### **2.7.3 COMMERCIAL AUTOMOBILE LIABILITY**

With minimum limit of **\$1 Million**, covering any auto including non-owned, hired or leased.

### **2.7.4 WORKER'S COMPENSATION**

As required by the State of Florida with statutory limits, and Employer's Liability with a minimum limit of **\$1 Million** per accident for bodily injury or disease.

### **2.7.5 BUILDER'S RISK**

Written for the value of Project with deductible acceptable to City's Risk Management Division – General contractor shall procure coverage on an "all-risk" basis to insure participants against a casualty loss to the construction project. Coverage should also apply to transit, off-site storage, design errors,

faulty workmanship and/or faulty materials, expediting expenses, debris removal and any maintenance coverage needs. Policy shall be in force from commencement of construction and continue in full force until a certificate of occupancy is issued.

Both Commercial General and Automobile Liability insurance policies shall name the City of North Miami as “additional insured”. All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.

Respondent shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys’ fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of an Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors.

Respondent shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney’s fees which may issue thereon.

Respondent expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Respondent shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

**The Respondent must submit, no later than ten (10) days after award and prior to commencement of any Work, a Certificate of Insurance naming the City of North Miami as additional insured.**

## **2.8 BID BOND**

N/A

## **2.9 PERFORMANCE & PAYMENT BOND**

The City shall require the Respondent to furnish a Performance and Payment Bond in the amount of 100% of the total Project value, with the City of North Miami as the Obligee, as security for the faithful performance of the Agreement and for the payment of all persons performing labor or furnishing materials in connection herewith within ten (10) calendar days after the issuance of a building permit. The bonds shall be with a surety company authorized to do business in the State of Florida.

## **2.10 FAILURE TO PERFORM**

If in the opinion of the City's representative, the Respondent refuses to begin Work, improperly performs Work, or neglects or refuses to take out or rebuild such Work, as shall have been rejected or as being defective or unsuitable, then City's representative may notify the Respondent to repair and replace Work immediately or discontinue all Work under Agreement.

If at any time the City's representative shall be of the opinion that said Work is being unnecessarily delayed and will not be finished within the prescribed time, then the City's representative may notify the Respondent to discontinue all Work under Agreement. The Respondent shall immediately respect said notice and stop said Work and cease to have any rights to the possession on the Project site and shall forfeit the Agreement.

The City may thereupon look to the next lowest, responsive-responsible Respondent to complete the Work or re-advertise for Proposals for the uncompleted Work under a separate Agreement, and charge the cost incurred by the City to the original Respondent under the Agreement. Any excess cost arising therefore over and above the original Agreement price shall be charged to the original Respondent.

## **2.11 METHOD OF PAYMENT**

TO BE DETERMINED.

## **2.12 FEDERAL AND STATE REGULATIONS**

The Respondent shall comply with all applicable federal, state and local rules and regulations regarding all aspects of the Project and its continual operation and management.

## **2.13 NOTICE TO PROCEED**

The Respondent shall neither commence any Work, nor enter the worksite, until a written Notice to Proceed (NTP) directing the Respondent to proceed with the Work has been received from the City's Project Manager or an authorized City representative, provided however, that such notification shall be superseded by any emergency work that may be required in accordance with the provisions included elsewhere in this Solicitation and resultant Agreement.

## **2.14 COMPLIANCE WITH FEDERAL STANDARDS**

All items to be purchased under Agreement shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

## **2.15 WORK ACCEPTANCE**

This Project will be inspected by an authorized representative of the City, such as the Project Manager. This inspection shall be performed to determine acceptance of Work, appropriate invoicing, and warranty conditions.

## **2.16 LABOR, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED BY THE RESPONDENT**

Unless otherwise provided in this Solicitation the Respondent shall furnish the following, including but not limited to, all labor, material, equipment, barricades, adequate supervision, and coordination for satisfactory Agreement performance. When not specifically identified in the technical specifications, such materials and equipment shall



be of a suitable type and grade for the purpose stated in this Solicitation. All material, workmanship, 100% design, testing and equipment shall be subject to the inspection and approval of the City's Project Manager.

## **2.17 LICENSES, PERMITS AND FEES**

The Respondent shall obtain and pay for all licenses, permits and inspection fees required for this Project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the Work contemplated herein. Damages, penalties and/or fines imposed on the City for failure to obtain required licenses, permits or fines shall be incurred by the Respondent.

## **2.18 OMISSION FROM THE SPECIFICATIONS**

The apparent silence of this specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this Solicitation.

## **2.19 SUB-CONTRACTORS OF WORK SHALL BE IDENTIFIED**

As part of the Respondent's response, the Respondent is required to identify any and all Subcontractors that will be used in the performance of the proposed Agreement, their capabilities and experience, and the portion of the Work to be done by the Subcontractor. The competency of the Subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the City when making the award in the best interest of the City. If the Respondent fails to identify any and all Subcontractor in the Proposal, the Respondent may be allowed to submit this documentation to the City during the Proposal evaluation period if such action is in the best interest of the City.

## **2.20 WAIVER OF IRREGULARITIES**

The City may waive minor informalities or irregularities in Proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Respondents. Minor irregularities are defined as those that will not have an adverse effect on the City's interest and will not affect the price of the Proposals or by giving a Respondent an advantage or benefit not enjoyed by other Respondents.

## **2.21 COUNCIL MEETING**

The Respondent must be available to attend City Council meetings when required. Respondent must be prepared to answer any questions and/or provide oral presentation (using presentation board, PowerPoint's or handouts) if requested by City Council and/or authorized City representative.

## **2.22 AS-IS CONDITION**

The real property is being offered as-is. The City will not pay for any improvements on the real property to effectuate renovations needed for a particular proposed use. Please see Attachment C – Soil Management Report

## **2.23 PROPOSAL CLARIFICATION AND INQUIRIES**

Any questions or clarifications regarding this Solicitation shall be submitted in writing to Purchasing Agent, Patrick Dulcio via email at [pdulcio@northmiamifl.gov](mailto:pdulcio@northmiamifl.gov). Respondent(s) must clearly understand that the only official answer or position of the City will be the one received in writing.

The Proposal number and title shall be referenced on all correspondence, be sure to include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. All questions must be received no later than the time and date specified in the Proposal Timetable section. All responses to questions/clarifications will be sent to all prospective Respondents in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.** Addendum(s) will be made available on the City's webpage and it is the Respondent's sole responsibility to assure receipt of all (if any) addenda(s).

**END OF SECTION**

## **SECTION 3.0 SCOPE OF SERVICES / TECHNICAL SPECIFICATIONS**

### **3.1 PURPOSE**

The City is seeking an entity that will finance, design, develop, operate and manage a Charter School on land to be leased from the City as “Landlord” and Respondent as “Tenant”. The Charter School will provide students with state-of-the-art technological tools to instill a broad love of learning and foster a culture of innovation and develop 21st Century skills for graduation, post-secondary education or a successful transition into the workplace.

The City seeks responses to this Request for Qualifications (“RFQ”) from educational management entities outlining their qualifications for developing, financing and managing a grade 6-12, 1,000 student, public charter school in Miami-Dade County. The City will only consider a Proposal where the cost of the entire Project will be borne by the Respondent.

#### **3.1.1 JOINT USE OF PARK**

The Charter School (“School”) will have joint use of the existing recreational facility at the Joe Celestin Center located at 1525 NW 135<sup>th</sup> Street North Miami, FL 33167, adjacent Claude Pepper Park and other amenities through joint use agreements such as:

- Recreational Facilities
- State of the Art All Purpose Conference Rooms with Projection Equipment
- Computer Laboratory
- Library Room
- Basketballs Courts (2 Full Courts with Sports Lighting)
- Tennis Courts (12 newly resurfaced courts with Sports Lighting)
- Baseball Field with Sports Lighting
- 2 Softball or Little League Fields with Sports Lighting
- Concession Stand with cooking equipment
- Parking Lots



### **3.2 BACKGROUND**

The City applied to develop a Charter School with the Miami Dade County School Board (MDCPS) in August of 2013. The application was rejected by MDCPS.

#### **3.2.1 APPLICATION**

Please see attachment E for a copy of the Charter School application to MDCPS.

### **3.3 PROPOSED SCHOOL SITE**

The proposed School site is located at the North Miami Claude Pepper Park near the Intersection of Opa-Locka Blvd and N.W. 17th Ave. The total vacant parcel of the Claude Pepper site is approximately 13.66 acres; approximately 4 to 6 acres would be available for the Project.



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[Property Appraiser Tax Comparison](#)

#### Summary Details:

Folio No.:	06-2123-000-0060
Property:	1525 NW 135 ST
Mailing Address:	CITY OF NORTH MIAMI
Address:	FINANCE DEPT PO BOX 610847 NO MIAMI FL 33261-

#### Property Information:

Primary Zone:	0400 SGL FAMILY - 901-1200 SQF
CLUC:	0040 MUNICIPAL
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	24,327
Lot Size:	13.68 ACRES
Year Built:	2012
Legal Description:	23 52 41 13.68 AC M/L SW1/4 OF SW1/4 LYG S OF OPA LOCKA BLVD & N OF 135 ST R/W LOT SIZE 595030 SQ FT

#### Assessment Information:

Year:	2013
Land Value:	\$282,639
Building Value:	\$2,859,397
Market Value:	\$3,142,036
Assessed Value:	\$3,142,036

#### Taxable Value Information:

Year:	2013
Taxing Authority:	Applied Exemption/ Taxable Value:
Regional:	\$3,142,036/\$0
County:	\$3,142,036/\$0
City:	\$3,142,036/\$0
School Board:	\$3,142,036/\$0

#### Additional Information:

<a href="#">Click here to see more information for this property:</a>
Community Development District
Community Redevelopment Area
Empowerment Zone
Enterprise Zone
Zoning Land Use
Urban Development Boundary
Zoning
Non-Ad Valorem Assessments
<a href="#">Environmental Considerations</a>



Aerial Photography - 2012

0 234 ft

#### Legend

- Property Boundary
- Selected Property
- Street
- Highway
- Miami-Dade County
- Water



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If you experience technical difficulties with the Property Information application, or wish to send us your comments, questions or suggestions please email us at [gis@miamidade.gov](mailto:gis@miamidade.gov).

Web Site  
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### 3.3.1 REAL PROPERTY DESCRIPTION

Please see Attachment A for legal description.

### **3.4 CITY’S OBJECTIVES FOR THE SCHOOL**

The School’s purpose is to provide a safe and nurturing learning environment for student development and growth. Students will be prepared to be responsible, caring and productive members of the 21<sup>st</sup> century global society.

As a basic principle, the school will give “At Risk” students an opportunity to develop moral and democratic values on an intellectual level during their daily activities. A deeply rooted education in the content areas facilitates a firm foundation for the skill set needed to compete in the global market. Students will make a determined effort to take every opportunity toward their own fulfillment as an individual and as a member of the community through the established structures and support systems provided by the School.

#### **3.4.1 VISION**

The School will provide a high quality, rigorous career oriented curriculum that will prepare students for successful progression into post-secondary education and productive employment within a multilingual, multi-literate and multi-cultural environment. The School will be committed to setting an environment that strives for academic achievement, develops character and maintains the goal of preparing students to serve and give back to their community in the field of public service.

#### **3.1.1 AREAS OF ACADEMIC FOCUS**

The following are the Career Academy classes that may be provided at the School:

- Criminal Justice, Legal and Public Affairs, and Forensic Science Academy, 911 Operations
- First Responder / Firefighting Academy
- Business and Technology Academy
- JROTC Program
- Public Administration
- College Preparatory
- Public Relations, Mass Communications, Journalism
- Physical Therapy
- Sports Management

### **3.5 RESPONDENTS RESPONSIBILITY**

The Respondent shall finance, design, develop, manage and operate a Charter School on City owned leased land.



#### 3.5.1 SCHOOL BOARD APPROVAL

The Respondent shall show proof of successful approval to develop and operate a charter school within Miami-Dade County.

#### 3.5.2 FINANCE

The Respondent shall finance the design, construction, management and operations of the Charter School.

#### 3.5.3 DESIGN

The Respondent shall design a Charter School that meets the City's needs and objectives. The City reserves the right of final approval on the design of the Charter School. The design team shall be comprised of a Licensed State of Florida Architect and Engineer as well as City staff and management approved by the City Manager.

#### 3.5.4 CONSTRUCTION

The Respondent is responsible for the permitting and construction of the Charter School. The construction team shall be comprised of a Licensed State of Florida General Contractor.

#### 3.5.5 OPERATION

The Respondent shall be responsible for the full operation of the Charter School. The Respondent shall develop a curriculum that meets and exceeds MDCPS requirements and the City's objectives.

#### 3.5.6 OPERATION SERVICES

Operation services will include, but are not limited to the following:

1. Academic, facility, and operational compatibility
2. Academic design and curriculum
3. School Operations
4. Financial Management and Budgeting
5. Procurement
6. Student recruiting and marketing plan
7. Staffing / Human Resources
8. Transportation
9. Food Service
10. Information Technology
11. School Maintenance

### 3.5.7 ANNUAL RENT

The Respondent agrees to pay to the City, market rate for annual rent to be negotiated prior to the execution of a Lease Agreement.

### 3.5.8 COMMUNITY PLANNING & DEVELOPMENT

The Respondent will be responsible for filing an application for a waiver of plat with the Department of Community Planning & Development prior to obtaining final building permit approval as well as all necessary permits to bring the Project into completion.

Objective 1.10 of the City's Comprehensive Plan requires that the City encourage sustainable development and implement green building requirements for development and redevelopment projects to reduce energy usage, landfill waste and emissions, create a healthy indoor environment, conserve building materials and resources, and promote water efficiency. As such, the proposed development must include energy saving, "green elements" acceptable to the City.

Additionally, Section 5-805.C. of the Land Development Regulations (LDR), Sustainable Building Program Section, requires that any new development on a City owned site be required to attain LEED Silver or higher designation, or a comparable sustainable program such as Florida Green Building Coalition (FGBC). At a minimum, the City's green building elements listed under Sect 5-805 (J) of the LDR must be incorporated into the Project (see attached list). It should be noted that pursuant to Section 5-804 of the LDR, any applicant meeting the Sustainable Building Program requirements of Section 5-805 of the LDR shall entitle the applicant to the following incentives:

1. Fast-track review and permitting for the Development Review Committee (DRC) and building permits (see Section 3-202G);
2. Reduced permitting fee, which shall equal 5% of the fee required, subject to availability of funds;
3. Final Project recognition by the City;
4. Press releases;
5. Featuring on the City green North Miami website

### 3.5.9 FIELD INVESTIGATION

It is the Respondent's responsibility to conduct a full field investigation of the site prior to submitting their Proposal.

#### 3.5.10. SITE SURVEY

Upon award it shall be the Respondents responsibility to perform any site surveys required.

### 3.6 **COMMUNITY BENEFITS PLAN**

Upon request, Lessee will be required to submit a Community Benefits Plan for approval by the City Manager. The Community Benefits Plan shall be exclusive of the City of North Miami's Local Preference requirement, under Section 7-151 of the City Code.

The Lessee's Community Benefits Plan shall be incorporated into and shall become a part of the Agreement entered into between the City and Lessee.

### 3.7 **TIME FRAME**

The selected Respondent must have the ability to have a pilot school started up by August 2014, and construction of the new charter school completed and ready for occupancy by August 2015.

**END OF SECTION**

## **SECTION 4.0**

### **EVALUATION/SELECTION PROCESS**

#### **4.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS**

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract will be awarded to the lowest responsible and responsive proposer whose Proposal best serves the interest of and represents the best values of the City in conformity with Chapter 7, Article III of the City code.

#### **4.2 MINIMUM QUALIFICATION**

To be eligible to respond to this Solicitation, the Respondent must demonstrate sufficient capacity, resources and experience to provide Design-Build Services and must be licensed under Chapters 481, 471 and 489, Florida Statutes. Any Respondent that fails to meet all the following minimum qualification requirements may be noted as "NON-RESPONSIVE" and will not be evaluated or scored.

- 4.2.1** The Respondent shall be licensed to do business for at least the last ten (10) years in the State of Florida.
- 4.2.2** Respondent must provide at least three (3) references of Charter Schools to which it has provided similar Services.
- 4.2.3** The Respondent must be headquartered or maintain a regional office within South Florida which includes an area spanning from Monroe County to Palm Beach County.
- 4.2.4** The Respondent shall have a pre-approved Miami-Dade County Charter school application.
- 4.2.5** The Respondent shall currently be operating a high performing Charter school in Miami-Dade County in an area where the surrounding local schools are under performing and/ or within an urban area.
- 4.2.6** The Respondent shall show proof that the schools it manages are accredited by Southern Association of Colleges and Schools.

#### **4.3 EVALUATION PROCESS**

A committee appointed by the City Purchasing Department shall review the responses to this Solicitation for compliance with the requirements and provide an objective evaluation of all Respondents. The committee will be comprised of appropriate City personnel from multiple departments and/or members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the committee is

balanced with regard to both ethnicity and gender. The committee's initial evaluation of Respondents shall be on the basis of the specific Project needs and the professional services offered by the Respondent as stated in the Qualifying Information submitted, in accordance with those criteria listed below.

#### **4.4 ORAL PRESENTATIONS**

Respondents may be invited to provide an Oral Presentation as a part of the evaluation process for this Solicitation. The Committee will schedule interviews only with selected Respondents. Notice of assigned presentation times will be communicated in advance to the Respondent, but may be given short notice of appearance. The purpose of the presentation will be to clarify the Response and ensure a mutual understanding of the Scope of Work. The oral presentation may clarify, but may not modify the prior written submission. Verbal exchanges between the presenter(s) and evaluation committee during presentations are intended only for purposes of providing clarification in response to questions from Evaluation Committee. These exchanges are not in any way be construed as a "negotiation" of terms by either party.

#### **4.5 NEGOTIATIONS**

The City may make an Award on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Respondent's best terms from a monetary and technical standpoint. The City may also negotiate with any and all Respondents, simultaneously, to determine the best and final offer in the best interest of the City.

Notwithstanding the foregoing, if the City and said Respondent(s) cannot reach agreement, the City reserves the right to terminate negotiations and may, at the City Manager's or designee's discretion, begin negotiations with the next highest ranked responsive Respondent. This process may continue until a contract acceptable to the City has been executed or all Proposals are rejected. No Respondent shall have any rights against the City arising from such negotiations or termination thereof.

The selected Lessee will be required to execute an "Agreement" in substantially the attached form as Attachment D – Proposed Lease.

**END OF SECTION**

## **SECTION 5.0 PROPOSAL FORMAT**

**IT IS THE RESPONSIBILITY OF THE RESPONDENT TO ENSURE THAT THE PROPOSAL BEING SUBMITTED IS TIMELY, COMPLETE, INCLUSIVE OF ADDRESSING ALL OF THE REQUIREMENTS AND EVALUATION CRITERIA HEREIN.**

**PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.**

### **5.1 GENERAL INSTRUCTIONS**

Respondents should carefully follow the format and instructions outlined throughout this section, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" papers, paginated and separated by tabs to identify each required section. Neatly typed and double sided on recycled paper, with normal margins and spacing. All documents and information must be fully completed and signed as required. Also when submitting your one (1) complete scanned electronic copy on CD or DVD in adobe or Word format be sure to promptly label with the your company's name, Solicitation number and title.

Please be concise in all responses. If any category is NOT APPLICABLE, so expressly state. Proposals which do not include the required documents may be deemed NON-RESPONSIVE and may not be considered for evaluation.

### **5.2 GENERAL INSTRUCTIONS**

#### **5.2.1 COPIES**

Please submit an original Proposal, be sure to clearly mark "Original" as such. Five (5) complete copies of the original Proposal are requested. Each copy of the Proposal is distributed to the Evaluation Committee if your Proposal copies are incomplete your Proposal may be deemed Non-Responsive. One (1) compact disk (CD) or DVD (must be clearly labeled with Company Name, Solicitation No. & Title) or USB Flash Drive are also requested with this Solicitation.

#### **5.2.2 SUBMISSION**

Proposals are to be submitted in a sealed envelope bearing the name of the Respondent, company and the address as well as the title and number of the Solicitation no later than the time and date specified in the Project Timetable section of this Solicitation. At which time the Proposals will be opened and read in the Council Chambers by a member of the Purchasing Department.

Proposals received after this time will not be considered and no time extensions will be permitted

Address your Proposal to City of North Miami, Office of the City Clerk, 776 N E 125<sup>th</sup> Street, North Miami, Florida 33161 (Please clearly mark Proposal).



### 5.3 **PROPOSAL FORMAT**

The Proposal must be in the following format. Failure to include responses to items #1 through #8 in this Section 5 may result in the Respondent being deemed non-responsive and resulting in the Proposal not being considered.

Separated by a physical tab/divider each require and/or non-require document to insure all necessary documents are not overlooked. You can label each tab as 1, 2, 3, etc. If a tab section does not apply to you, you may put "Not Applicable" on the tab divider page or on a sheet of paper.

#### **LABEL EACH SECTION AS NUMBERED**

##### **1. COMPANY NARRATIVE**

The Respondent shall provide a Narrative Description of the company and the Project. Included in this narrative shall be a list of any exemptions or assumptions made by the Respondent. Included as part of the narrative shall be the following information

- Name of Agency/Company (including any "Doing Business As" names)
- Agreement Manager's Name , Phone Number and Email address
- Company Locations.
- Internet Web Site Address (if any).
- Details of Entity Business Structure (Corporation, Partnership, LLC).
- Date Founded.
- Office address, telephone number, and local address and phone number.
- List of any outstanding litigation that would threaten the viability of the firm or the performance of this Agreement.
- Financial History for the last three (3) years (E.g. annual reports, audited financial statements)

Its most recent certified business financial statements as of a date not earlier than the end of the Respondent's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of services to be rendered herein, in which the Respondent, any of its employees or Subcontractors is or has been involved within the last three years.

## 2. STATEMENT OF QUALIFICATIONS

This section must include all requested information in each of the following subsection:

### A: Organization & Management Experience

Company background & experience - Demonstrate corporate experience successfully construction, implementing and managing charter schools and the ability to add this school to your network. As part of this section the Respondent must include the following;

#### 1 Demonstration of Operating a High Performing School

The Respondent must demonstrate through a comparative analysis how their Charter School performs in comparison to the Local Publicly managed schools within the same geographical location. The analysis shall include but not limited to a multiyear trend data comparison from the current schools academic performance, enrollment growth / capacity and financial stability.

#### 2 ACCREDITATION STATUS

Provide accreditation status of all schools currently managed by your firm.

#### 3 DIVERSE COMMUNITIES

Provide examples of a curriculum tailored to fit the community.

### B: Charter School Approval

The Respondent shall provide a copy of a pre-approved Miami-Dade County Charter school application (Printed or Digital)

### C: Example of Other Schools Constructed

The Respondent shall submit examples of at least three (3) charters schools that the organization has constructed of similar size as the facility required for this Project.

## 3. STAFFING & OPERATION PLAN

The Respondent shall provide their staffing and operation plan for this facility. The plan shall include at minimum the following;

- Explain how the Respondent plans to staff the school with professionals from the **LOCAL** community.
- Describe the staffing plan (e.g. job descriptions and experience requirements; salary guidelines; human resource policies; including benefits, assessment, and recruitment plans; professional development and continuing education).
- Describe the academic program that would be implemented to ensure the charter school achieves its objectives and long term goals (Include information regarding Sunshine State Standards, parental involvement and testing procedures to evaluate student's performance and enrichment).

- Describe the plan to assess student performance, educational strengths and weaknesses and rates of progress. Also, include the plan to relay pertinent information to parents and other stakeholders.

**4. FINANCIAL PLAN**

Respondent shall provide explanation on how it plan to fund this Project.

\*The City reserves the right to requested audited financials

**5. KEY STAFF AND PERSONNEL**

The Respondent shall provide the relevant experience and qualifications of key personnel, including key personnel that will be assigned to this Project.

- The names of the employees in the area responsible for this Agreement
- Their function in the company.
- The name of the person who will be responsible for the coordination of Work.
- Experience and qualifications of staff and satisfactory record of performance of staff.
- Provide a list of Award and Accolades' achieved by the schools managed

**6. ENROLLMENT MARKETING STRATEGY**

Provide an enrollment marketing plan to ensure target enrollment is achieved. Be specific about any plans related to municipal applicants.

**7. CONCEPTUAL PLAN**

Submit a conceptual rendering of the Respondents vision for this Project. The rendering shall be of the facility and shall include a list of any amenities included and an estimated budget to design and construct the building.

**8. METHODOLOGY, APPROACH AND OUTREACH EFFORT TO CONTRACT WITH LOCAL RESPONDENTS AND RESIDENTS**

The City is seeking Respondents that are willing participants in the City's goal to develop subcontracting and employment opportunities to local businesses and residents as defined by Section 7-151 of the City Code.

- Provide a plan for outreach and subcontracting with local Contractors and hiring local residents as a part of this Project
- Indicate a commitment to this effort in terms of a percentage of the total price Proposal.

The City retains the right to request any additional information pertaining to the Respondent's ability, qualifications, and procedures used to accomplish all Work under the Agreement as it deems necessary to ensure safe and satisfactory Work.

## 5.5 **AGREEMENT FORMS**

All Agreement forms must be completed (with all blanks filled in), executed and properly notarized.

The following forms must be submitted in the following order:

Respondent Registration (if not registered)

Form A-1 Public Entity Crimes Affidavit

Form A-2 Non- Collusive Proposal Certificate

Form A-5 Acknowledgement of Addenda *(if applicable, attach copies of addendum)*

Form A-14 References

All of our forms can now be found on our website at: <http://www.northmiamifl.gov/business/purchasing/forms.asp>. These forms are fill –in forms. Please ensure to include all applicable forms with your Proposal documents signed and notarized as required. Emailed forms will NOT be accepted.

In regards to “Form A-5 Acknowledgement of addenda”, it is the sole responsibility of the Respondent to check the City’s website at ([http://www.northmiamifl.gov/departments/purchasing/current\\_bids\\_proposals.aspx#bta](http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx#bta)) for all applicable addends.

**END OF SECTION**